

JANITORIAL SERVICE  
CONTRACT

THIS AGREEMENT, made and entered into by and between the South Dakota Department of Labor (hereinafter referred to as the Agency) and George and Barb Meyer of Madison, South Dakota (hereinafter referred to as the Contractor).

WHEREAS, the Agency desires certain services as hereinafter specified, and the Contractor has agreed to provide such services;

NOW, THEREFORE, in consideration of the promises, mutual agreements, and such other good and sufficient consideration as identified herein, the parties to this contract agree as follows:

1. The Agency hereby agrees to retain the contractor for services identified herein and the Contractor hereby accepts such retainer upon the terms and conditions hereinafter set forth.
2. The Contractor is retained by the Agency only for the purposes and extent set forth in this contract, and the Contractor's relationship to this Agency will, during the period covered by this contract, be that of an independent contractor to a principal and the Contractor will be free to dispose of his time as he sees fit during those hours which are not obligated hereunder to the Agency.
3. The contractor will perform all the duties necessary in providing janitor service in the Department of Labor Office as per janitor services specification schedule.
4. The term of this contract will begin July 1, 2010 and it will end June 30, 2011. This contract may be terminated by either party, the Department of Labor or the Contractor, upon 30 days' written notice.
5. The Agency will pay the Contractor the sum of \$1,244.77 at the end of each month for the performance of services identified in this contract. The TOTAL CONTRACT AMOUNT is an amount not to exceed \$14937.24. It's agreed this amount will be the total compensation to the Contractor, and the Contractor won't receive additional reimbursement for any expenses incurred in the performance of duties specified in this contract.
6. The Contractor agrees to hold harmless and indemnify the State of South Dakota, its officers, agents, and employees, from and against any and all actions, suits, damages, liability or other proceeding which may arise as a result of performing services hereunder. This section doesn't require the Contractor to be responsible for or defend

against claims or damages arising solely from errors or omissions of the State, its officers, agents, or employees.

7. The Contractor will maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$100,000 each occurrence, a general aggregate limit of not less than \$200,000 and a products-completed operations aggregate of not less than \$100,000.

If applicable the Contractor will procure and maintain business liability automobile insurance, workers' compensation insurance and unemployment insurance as required by South Dakota Law.

5 days prior to commencement of work under this Agreement, the Contractor will furnish the State with properly executed Certificates of Insurance which will clearly evidence all insurance required in this Agreement and provide that such insurance won't be canceled, except on 30 days' prior written notice to the State. The Contractor will furnish copies of insurance policies if requested by the State.

8. This agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. This agreement will be terminated by the State if the Legislature fails to appropriate funds or grant expenditure authority. Termination for this reason isn't a default by the State nor does it give rise to a claim against the State.
9. State unemployment insurance laws require that employers maintain records of employment and wages and provide this information, along with other reports as needed, to the Department. This information is confidential and unauthorized release is a Class 2 misdemeanor. The Department is subject to the federal Privacy Act, as records include social security numbers, and this Act provides civil and criminal penalties for unauthorized disclosure. Other federal confidentiality provisions also apply to records maintained concerning applicants and employers using Career Center or other Department programs.

CONTRACTOR

STATE OF SOUTH DAKOTA  
Department of Labor

Barb Meyer  
Barb Meyer

George Meyer  
George Meyer

June 30, 2010  
Date

**Contractor Address:**

621 N. Harth Ave.  
Street or Box Number

Madison SD 57042  
City State Zip

605-256-4117 or 605-270-2289  
Phone Number of Contractor

(Address: Where payment is to be sent  
if different from above)

Street of Box Number

City State Zip

Madison  
Local DOL Office

Jim Baltzer  
DOL Center Manager

6-30-2010  
Date

Kim B. Plummer  
Director of Administrative Services

07/15/2010  
Date

## JANITOR SERVICES

### SPECIFICATION SCHEDULE

The Janitor Service will perform the cleaning services as specified below 5 days per week, with the exception of holidays observed by the South Dakota Department of Labor. The work will be performed after 5:00 p.m.

The Janitor will provide all cleaning equipment, i.e., vacuum cleaners, mops, cleaners and disinfectants as necessary.

It's mutually understood and agreed that the South Dakota Department of Labor will furnish the following maintenance items.

Paper towels  
Toilet Paper  
Hand Soap

Incandescent bulbs  
Fluorescent bulbs  
Trash can liners

#### A. Interior:

##### 1. Floors:

- a. Using a non-slip product, dust-mop all vinyl tile areas daily;
- b. Using a non-slip product, wet-mop all vinyl and ceramic tiles in the entrance areas, restrooms and break rooms daily;
- c. Using a non-slip product, scrub and wax tile floors in the entrance areas, reception area, break room, and restrooms quarterly (December, March, June, September);
- d. Vacuum entrance throw rugs daily;
- e. Spot clean carpets daily;
- f. Buff all vinyl tile areas once per month; and
- g. Carpets:
  - (1) Vacuum all hallways, aisles, walkways and stairs daily; and
  - (2) Vacuum individual offices and office pods once per week.

##### 2. Windows:

- a. Clean door and entry glass daily;
- b. Clean all interior partition windows and reception area glass once per week;
- c. Wash all exterior windows on the inside quarterly (December, March, June and September);
- d. Wash all outside windows semi-annually (April and September); and
- e. Dust window sills and frames daily.

### 3. Furniture and General Interior:

- a. Custodial Closet:
  - (1) Keep neat, clean and orderly the custodial closet at all times;
  - (2) Store all cleaning products in their original, properly labeled containers;
  - (3) Clearly label, and identify all special handling instructions, for all products requiring special handling or the use of personal protective equipment;
  - (4) Store in safety cans, preferably in locked and identified cabinets, all flammable and combustible fluids;
  - (5) Keep at immediate use level all cleaning supplies stored;
  - (6) When stored, hang all used dry mops; and
  - (7) Store all used oil rags in metal containers with tight fitting lids;
- b. Empty wastebaskets daily (clean or change bag if needed);
- c. Disinfect the drinking water fountains daily;
- d. Dust the file cabinets daily (clean them once per week);
- e. Dust reception counters daily;
- f. Dust and clean the tables in conference rooms daily;
- g. Dust dividers/partitions once per week;
- h. Clean heating ducts' screens and louvers in ceiling are quarterly (December, March, June, and September);
- i. Vacuum cloth panels semi-annually (March and September);
- j. Replace light bulbs as needed from customer stock;
- k. Spot clean walls and ceilings as needed.
- l. Remove cobwebs and other foreign objects from walls, ceilings, and entryways daily; and
- m. Dust the exposed tops of all hard surfaces, files, desks, chairs, machines, counters, window sills, panel tops, tables, etc., daily.

### 4. Waste Removal:

- a. Place in covered garbage receptacles all accumulated waste materials daily.

### 5. Restrooms:

- a. Clean, sanitize and disinfect sinks, toilets, and urinals daily;
- b. Floors (see section A1b);
- c. Wipe down all tile walls and booth stall walls daily;
- d. Clean and polish all mirrors and chrome daily;
- e. Fill all soap dispensers as needed;
- f. Fill all towel and toilet paper holders as needed; and
- g. Using a non-slip product, scrub and wax rest room floors quarterly (December, March, June, September).

6. Employees' Break Area:

- a. Empty trash cans daily;
- b. Floors (see section A1);
- c. Spot clean walls daily; and
- d. Clean and dust tables, chairs, vending machines and sink counters daily.

7. Supply Room and Repair Center:

No cleaning is required in the supply room or the adjacent BIT Repair Center.